

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

**LABORERS' PENSION FUND and)
LABORERS' WELFARE FUND OF THE)
HEALTH AND WELFARE DEPARTMENT)
OF THE CONSTRUCTION AND GENERAL)
LABORERS' DISTRICT COUNCIL OF)
CHICAGO AND VICINITY, and JAMES S.)
JORGENSEN, Administrator of the Funds,)**

Plaintiffs,

v.

**SANDSMITH CONSTRUCTION INC., an)
Illinois corporation,)**

Defendant.

Case No. FILED: JULY 21, 2008

08 cv 4122

Judge

JUDGE PALLMEYER

MAGISTRATE JUDGE NOLAN

JH

COMPLAINT

Plaintiffs, Laborers' Pension Fund and Laborers' Welfare Fund of the Health and Welfare Department of the Construction and General Laborers' District Council of Chicago and Vicinity (collectively "Plaintiffs" or the "Funds") and James S. Jorgensen ("Jorgensen"), Administrator of the Funds, by their attorneys, Patrick T. Wallace, Jerrod Olszewski, Christina Krivanek, Amy N. Carollo and Charles Ingrassia, for their Complaint against Defendant Sandsmith Construction Inc., state:

COUNT I

(Failure To Submit Reports and/or Pay Employee Benefit Contributions)

1. Jurisdiction is based on Sections 502(e)(1) and (2) and 515 of the Employee Retirement Income Security Act of 1974 ("ERISA"), as amended, 29 U.S.C. §§1132 (e)(1) and

(2) and 1145, Section 301(a) of the Labor Management Relations Act (“LMRA”) of 1947 as amended, 29 U.S.C. §185(a), 28 U.S.C. §1331 and federal common law.

2. Venue is proper pursuant to Section 502(e)(2) of ERISA, 29 U.S.C. §1132(e)(2), and 28 U.S.C. §1391 (a) and (b).

3. The Funds are multiemployer benefit plans within the meanings of Sections 3(3) and 3(37) of ERISA. 29 U.S.C. §1002(3) and 37(A). They are established and maintained pursuant to their respective Agreements and Declarations of Trust in accordance with Section 302(c)(5) of the LMRA. 29 U.S.C. § 186(c)(5). The Funds have offices and conduct business within this District.

4. Plaintiff James S. Jorgensen is the Administrator of the Funds and has been duly authorized by the Funds’ Trustees to act on behalf of the Funds in the collection of employer contributions owed to the Funds and to the Construction and General District Council of Chicago and Vicinity Training Fund, and with respect to the collection by the Funds of amounts which have been or are required to be withheld from the wages of employees in payment of Union dues for transmittal to the Construction and General Laborers’ District Council of Chicago and Vicinity (the “Union”). With respect to such matters, Jorgensen is a fiduciary of the Funds within the meaning of Section 3(21)(A) of ERISA, 29 U.S.C. §1002(21)(A).

5. Defendant Sandsmith Construction Inc., (“Sandsmith” or the “Company”) is an Illinois corporation. At all times relevant herein, the Company does business within this District and is an employer within the meaning of Section 3(5) of ERISA, 29 U.S.C. §1002(5), and Section 301(a) of the LMRA, 29 U.S.C. §185(c).

6. The Union is a labor organization within the meaning of 29 U.S.C. §185(a). The Union and the Company are parties to a collective bargaining agreement, the most recent of which became effective June 1, 2006. ("Agreement"). At all times relevant herein, the employees of the Company performed work covered by the same Agreement. (A copy of the "short form" Agreement entered into between the Union and the Company which Agreement adopts and incorporates a Master Agreement between the Union and various employer associations, and also binds the Company to the Funds' respective Agreements and Declarations of Trust, is attached hereto as Exhibit A.)

7. The Funds have been duly authorized by the construction and General Laborers' District Council of Chicago and Vicinity Training Fund (the "Training Fund"), the Concrete Contractors' Association of Greater Chicago ("CCA"), the Chicago Area Independent Contractors Association ("CAICA"), the Builders' Association of Greater Chicago ("BAC"), the Midwest Construction Industry Advancement Fund ("MCI AF"), the Chicagoland Construction Safety Council (the "Safety Fund"), the Laborers' Employers' Cooperation and Education Trust ("LECET"), the Illinois Road Builders Association ("IRBA"), the CDCNI/CAWCC Contractors' Industry Advancement Fund (the "Wall & Ceiling Fund"), the CISCO Uniform Drug/Alcohol Abuse Program ("CISCO"), the Laborers' District Council Labor Management Committee Cooperative ("LDCMC"), and the Illinois Small Pavers Association ("ISPA") to act as an agent in the collection of contributions due to those funds.

8. The Agreement and the Funds' respective Agreements and Declarations of Trust obligate the Company to make contributions on behalf of its employees covered by the Agreement for pension benefits, health and welfare benefits, for the training fund and to submit

monthly remittance reports in which the Company, *inter alia*, identifies the employees covered under the Agreement and the amount of contributions to be remitted to the Funds on behalf of each covered employee. Pursuant to the terms of the Agreement and the Funds' respective Agreements and Declarations of Trust, contributions which are not submitted in a timely fashion are assessed up to 20 percent liquidated damages plus interest.

9. The Agreement and the Funds' respective Agreements and Declarations of Trust require the Company to submit its books and records to the Funds on demand for an audit to determine benefit contribution compliance.

10. The Agreement obligates the Company to obtain and maintain a surety bond to insure future wages, pension and welfare contributions.

11. Notwithstanding the obligations imposed by the Agreement and the Funds' respective Agreements and Declarations of Trust, the Company has:

(a) failed to submit reports and contributions to Plaintiff Laborers' Pension Fund for the periods of May 2008 forward, thereby depriving the Laborers' Pension Fund of contributions, income and information needed to administer the Fund and jeopardizing the pension benefits of the participants and beneficiaries;

(b) failed to submit reports and contributions to Plaintiff Laborers' Welfare Fund of the Health and Welfare Department of the Construction and General Laborers' District Council of Chicago and Vicinity for the periods of May 2008 forward, thereby depriving the Welfare Fund of contributions, income and information needed to administer the Fund and jeopardizing the health and welfare benefits of the participants and beneficiaries;

(c) failed to submit reports and contributions to Laborers' Training Fund for the periods of May 2008 forward, thereby depriving the Laborers' Training Fund of contributions, income and information needed to administer the Fund and jeopardizing the training fund benefits of the participants and beneficiaries;

(d) failed to report and pay all contributions owed to one or more of the other affiliated funds identified above for the periods of May 2008 forward, thereby depriving said fund(s) of contributions, income and information needed to administer said fund(s) and jeopardizing the benefits of the participants and beneficiaries; and

(e) failed to obtain and maintain a bond in accordance with the terms of the Agreement.

12. The Company also failed to timely submit benefit reports and timely pay benefit contributions for the months of November 2007 through February 2008, and April 2008. As a result, the Company owes \$7,878.11 in associated liquidated damages. A true and accurate copy of the Contractor Penalty History which details the afore-mentioned amounts is attached hereto as Exhibit B.

13. The Company's failure to submit timely reports and contributions violates Section 515 of ERISA, 29 U.S.C. §1145, and Section 301 of the LMRA. 29 U.S.C. §185.

14. Pursuant to Section 502(g)(2) of ERISA, 29 U.S.C. §1132 (g)(2), Section 301 of the LMRA, 29 U.S.C. §185, the terms of the Agreement and the Funds' respective Trust Agreements, and federal common law, the Company is liable to the Funds for unpaid contributions, as well as interest, liquidated damages and accumulated liquidated damages on the

unpaid contributions, audit costs, if any, reasonable attorneys' fees and costs, and such other legal and equitable relief as the Court deems appropriate.

WHEREFORE, Plaintiffs respectfully request this Court enter a judgment against Defendant Sandsmith Construction Inc., as follows:

- a. ordering the Company to submit benefit reports and contributions for the time periods of May 2008 forward, and to submit the Company's books and records to an audit upon demand;
- b. entering judgment in sum certain against Defendant on the amounts due and owing pursuant to the May 2008 forward reports and contributions, audit if any, including interest, liquidated damages, accumulated liquidated damages, audit costs, and attorneys' fees and costs;
- c. ordering the Company to pay \$7,878.11 in liquidated damages as a result of the untimely submitted benefit reports and contributions for the months of November 2007 through February 2008, and April 2008; and
- d. awarding Plaintiffs any further legal and equitable relief as the Court deems just and appropriate.

COUNT II

(Failure To Submit Reports and Pay Union Dues)

15. Plaintiffs reallege paragraphs 1 through 11 of Count I.

16. Pursuant to agreement, the Funds have been duly designated to serve as collection agents for the Union in that the Funds have been given the authority to collect from employers union dues which should have been or have been deducted from the wages of covered

employees. Union dues which are not submitted in a timely fashion are assessed 10 percent liquidated damages.

17. Notwithstanding the obligations imposed by the Agreement, the Company has failed to submit union dues reports and dues that were or should have been withheld from the wages of its employees performing covered work for the period of May 2008 forward, thereby depriving the Union of income and information necessary to determine dues submission compliance.

18. Notwithstanding the obligations imposed by the Agreement, the Company failed to timely submit union dues reports and pay dues for the months of December 2007, January 2008, and April 2008. As a result, the Company owes \$71.30 in liquidated damages for the month of December 2007, \$32.82 in liquidated damages for the month of January 2008, and \$76.45 in liquidated damages for the month of April 2008.

19. Pursuant to the Agreement and federal common law, the Company is liable to the Funds for the unpaid union dues, as well as liquidated damages, accumulated liquidated damages, audit costs, reasonable attorneys' fees and costs as the Union's collection agent, and such other legal and equitable relief as the Court deems appropriate.

WHEREFORE, Plaintiffs respectfully request that this Court enter judgment against Defendant Sandsmith Construction Inc., ordering the Company to submit union dues reports and dues for the period of May 2008 forward as well as ordering the Company to pay \$71.30 in liquidated damages for untimely submitted dues reports and dues for month of December 2007, \$32.82 in liquidated damages for untimely submitted dues reports and dues for the month of January 2008, and \$76.45 in liquidated damages for untimely submitted dues reports and dues for

the month of April 2008 together with all liquidated damages, audit costs, attorneys' fees and costs, and any other legal and equitable relief as the Court deems appropriate.

COUNT III

(Failure To Pay Employee Benefit Contributions)

20. Plaintiffs reallege paragraphs 1 through 11 of Count I; and paragraphs 16 through 19 of Count II.

21. Notwithstanding the obligations imposed by the Agreement and the Funds' respective Agreements and Declarations of Trust, the Company has, as shown in a true and accurate copy of the revised audit conducted of the Company for the period of April 2, 2007 through September 30, 2007 attached hereto as Exhibit B; with a true and accurate copy of the revised audit summary sheet attached hereto as Exhibit B-1:

(a) failed to report and pay contributions in the amount of \$873.62 owed to Plaintiff Laborers' Pension Fund for the audit period of April 2, 2007 through September 30, 2007, thereby depriving the Laborers' Pension Fund of contributions, income and information needed to administer the Fund and jeopardizing the pension benefits of the participants and beneficiaries;

(b) failed to report and pay contributions in the amount of \$1,346.53 owed to Plaintiff Laborers' Welfare Fund of the Health and Welfare Department of the Construction and General Laborers' District Council of Chicago and Vicinity for the period of April 2, 2007 through September 30, 2007, thereby depriving the Welfare Fund of contributions, income and information needed to administer the Fund and jeopardizing the health and welfare benefits of the participants and beneficiaries;

(c) failed to report and pay contributions in the amount of \$30.69 owed to Laborers' Training Fund for the period of April 2, 2007 through September 30, 2007, thereby depriving the Laborers' Training Fund of contributions, income and information needed to administer the Fund and jeopardizing the training fund benefits of the participants and beneficiaries;

(d) failed to report and pay contributions in the amount of \$21.66 owed to the Laborers' District Council Labor Management Committee Cooperative ("LDCLMCC") for the audit period of April 2, 2007 through September 30, 2007, thereby depriving the LDCLMCC of contributions, income and information needed to administer the Fund and jeopardizing the benefits of the participants and beneficiaries;

(e) failed to report and pay contributions in the amount of \$14.44 owed to the Chicago Area Independent Contractors' Association ("CAICA"), for the audit period of April 2, 2007 through September 30, 2007, thereby depriving CAICA of contributions, income and information needed to administer the Fund and jeopardizing the benefits of the participants and beneficiaries; and

(f) failed to report and pay contributions in the amount of \$9.03 owed to Laborers' Employers' Cooperation and Education Trust ("LECET") for the audit period of April 2, 2007 through September 30, 2007, thereby depriving LECET of contributions, income and information needed to administer the Fund and jeopardizing the benefits of the participants and beneficiaries.

22. Pursuant to the terms of the Agreement and the Funds' respective Agreements and Declarations of Trust, the Company is obligated to pay up to 20 percent liquidated damages for all contributions which are not paid in a timely fashion, plus interest. Accordingly, the Company owes \$62.36 in liquidated damages and accumulated liquidated damages to the Pension Fund,

\$99.59 in liquidated damages and accumulated liquidated damages to the Welfare Fund, \$2.11 in liquidated damages to the Training Fund, \$1.11 in liquidated damages to LDCLMCC, \$0.74 in liquidated damages to CAICA, \$0.46 in liquidated damages to LECET, plus interest, on the amounts set forth in paragraph 21.

23. Pursuant to the terms of the Agreement and the Funds' respective Agreements and Declarations of Trust, the Company is obligated to pay the costs of any audit which reveals unpaid contributions. The cost of the audit which revealed the above delinquencies was \$600.00.

24. The Company's actions in failing to timely submit contributions violates Section 515 of ERISA, 29 U.S.C. §1145, and Section 301 of the LMRA. 29 U.S.C. §185.

25. Pursuant to Section 502(g)(2) of ERISA, 29 U.S.C. §1132 (g)(2), Section 301 of the LMRA, 29 U.S.C. §185, the terms of the Agreement and the Funds' respective Trust Agreements, and federal common law, the Company is liable to the Funds for unpaid contributions, as well as interest, liquidated damages, accumulated liquidated damages on the unpaid contributions, audit costs, reasonable attorneys' fees and costs, and such other legal and equitable relief as the Court deems appropriate.

WHEREFORE, Plaintiffs respectfully request this Court enter a judgment against Defendant Sandsmith Construction Inc., as follows:

a. entering judgment in sum certain against the Company on the amounts due and owing pursuant to the audit for the period of April 2, 2007 through September 30, 2007 including interest, liquidated damages, accumulated liquidated damages, audit costs, and attorneys' fees and costs; and

b. awarding Plaintiffs any further legal and equitable relief as the Court deems appropriate.

COUNT IV

(Failure To Pay Union Dues)

26. Plaintiffs reallege paragraphs 1 through 11 of Count I; paragraphs 16 through 19 of Count II; and paragraphs 21 through 25 of Count III.

27. Notwithstanding the obligations imposed by the Agreement, the Company has failed to withhold and/or report to the union and forward to the union \$123.10 in dues that were deducted or should have been deducted from the wages of its employees for the audit period of April 2, 2007 through September 30, 2007, plus \$3.92 in liquidated damages and accumulated liquidated damages on that amount, thereby depriving the Union of income and information.

28. Pursuant to the Agreement and federal common law, the Company is liable to the Funds for the unpaid union dues, as well as liquidated damages on the unpaid dues and on late paid dues, audit costs, reasonable attorneys' fees and costs as the Union's collection agent, and such other legal and equitable relief as the Court deems appropriate.

WHEREFORE, Plaintiffs respectfully request that this Court enter judgment against Defendant Sandsmith Construction, Inc., for the amount of the union dues owed pursuant to the audit conducted for the period of April 2, 2007 through September 30, 2007, together with all liquidated damages, audit costs, attorneys' fees and costs, and any other legal and equitable relief as the Court deems appropriate.

July 21, 2008

Laborers' Pension Fund, et al.

By: /s/ Christina Krivanek
Christina Krivanek

Patrick T. Wallace
Jerrod Olszewski
Christina Krivanek
Amy Carollo
Charles Ingrassia
Laborers' Pension and Welfare Funds
Sub Office, 111 W. Jackson Blvd.
Suite 1415
Chicago, IL 60604
(312) 692-1540



CONSTRUCTION & GENERAL LABORERS

'DISTRICT COUNCIL OF CHICAGO AND VICINITY

AFFILIATED WITH THE LABORERS INTERNATIONAL UNION OF NORTH AMERICA

999 MCCLINTOCK DRIVE • SUITE 300 • BURR RIDGE, IL 60527 • PHONE: 630/655-8289 • FAX: 630/655-8853

INDEPENDENT CONSTRUCTION INDUSTRY COLLECTIVE BARGAINING AGREEMENT

It is hereby stipulated and agreed by and between SAND SMITH INC ("Employer") and the Construction and General Laborers' District Council of Chicago and Vicinity, Laborers' International Union of North America ("Union"), representing and encompassing its affiliated Local Unions, including Local Nos. 1, 2, 4, 5, 6, 25, 75, 76, 96, 118, 149, 152, 225, 269, 288, 582, 681, 1001, 1036, 1082, together with any other Local Unions that may come within its jurisdiction ("Local Unions"), and encompassing the geographic areas of Cook, Lake, DuPage, Will, Grundy, Kendall, Kane, McHenry and Boone counties, Illinois, that:

1. **Recognition.** The Employer recognizes the Union as the sole and exclusive collective bargaining representative for the employees now and hereinafter employed in the Laborer bargaining unit with respect to wages, hours and other terms and conditions of employment. If majority recognition previously was granted under Section 9(a) of the Act, it shall remain in effect. Otherwise, recognition under Section 9(a) of the Act shall automatically be granted to the Union without the need for a Board certified election upon the Union's demonstration that a majority of the employees have designated the Union as their exclusive bargaining representative. The Employer has not assigned its rights for purposes of collective bargaining with the Union to any person, entity or association, and hereby revokes its prior assignment of bargaining rights, if any. The Employer further voluntarily elects not to assign such bargaining rights to any person, entity or association during the term of this Agreement or any extension hereof, without written approval from the Union. The Employer shall abide by this Agreement, and all extensions hereof, provided that it employs at least one Laborer during the term of this Agreement or the term of any extension hereof.

2. **Labor Contract.** The Employer affirms and adopts the applicable Collective Bargaining Agreement(s), as designated by the Union, between the Union and the Builders Association, the Chicago Area Independent Construction Association, the Chicago Area Rail Contractors Association, the Chicago Area Scaffolding Association, the Chicago Demolition Contractors Association, the Concrete Contractors Association of Greater Chicago, the Contractors Association of Will and Grundy Counties, the Fox Valley Associated General Contractors, the Gypsum Drywall Contractors of Northern Illinois/Chicago and Vicinity, the Illinois Association of Wall and Ceiling Contractors, the Illinois Environmental Contractors Association, the Illinois Road and Transportation Builders Association, the Illinois Small Pavers Association, the Lake County Contractors Association, the Mason Contractors Association of Greater Chicago, the Underground Contractors Association, and all other employer associations with whom the Union or its affiliated Local Unions have an agreement. If the applicable Collective Bargaining Agreement(s) expire during the term of this Agreement, any limitation on the right to strike shall also expire until a successor labor agreement has been established, which shall be incorporated retroactively herein. This Agreement supersedes all contrary terms in the applicable Collective Bargaining Agreement(s).

3. **Total Economic Increase.** The Employer shall pay its employees a total economic increase of \$2.90 per hour effective June 1, 2006; \$3.00 per hour effective June 1, 2007; \$3.00 per hour effective June 1, 2008 and \$3.10 per hour effective June 1, 2009, said amounts to be allocated between wages, fringe benefits and other funds by the Union in its sole discretion. Effective June 1, 2008, the minimum wage rate shall be \$31.55 per hour.

4. **Dues Checkoff.** The Employer shall deduct from the wages of employees uniform initiation fees, assessments, membership dues, and working dues in the amount of 1.75% of gross wages or such other amount as directed by the Union, and shall remit monthly to the designated Union office the sums so deducted, together with an accurate list showing the employees from whom dues were deducted, the employees' individual hours, gross wages and deducted dues amounts for the monthly period, not later than the tenth (10th) day of the month following the month for which said deductions were made.

5. **Work Jurisdiction.** This Agreement covers all work within the applicable Collective Bargaining Agreements and all work within the Union's trade and geographic jurisdiction as set forth in the Union's Statement of Jurisdiction, as amended from time to time, which are incorporated by reference into this Agreement. The Employer shall assign all work described therein to its Union-represented Laborer employees and acknowledges the appropriateness of such assignment. Neither the Employer nor its work assignments as required under this Agreement shall be stipulated or otherwise subject to adjustment by any jurisdictional disputes board or mechanism except upon written notice by and direction of the Union.

6. **Subcontracting.** The Employer, whether acting as a contractor, general manager or developer, shall not contract or subcontract any covered work to be done at the site of construction, alteration, painting or repair of a building, structure or other work to any person, corporation or entity not signatory to and covered by a collective bargaining agreement with the Union. This obligation applies to all tiers of subcontractors performing work at the site of construction. If the Employer contracts or subcontracts any such covered work to any person or proprietor who is not signatory to this Agreement, the Employer shall require such subcontractor to be bound by all the provisions of this Agreement, or the Employer shall maintain daily records of the subcontractor's or the subcontractor's employees jobsite hours and be liable for payments to the Health and Welfare Department of Construction and General Laborers' District Council of Chicago and Vicinity, the Laborers' Pension Fund, and the Construction and General Laborers' District Council of Chicago and Vicinity Joint Apprentices and Training Trust Fund. The Employer shall further assume the obligations of its subcontractors for prompt payment of employees' wages and other benefits required under this Agreement, including reasonable attorney's fees incurred by enforcing the provisions hereof.

7. **Fringe Benefits.** The Employer agrees to pay the amounts that it is bound to pay under said Collective Bargaining Agreements to the Health and Welfare Department of the Construction and General Laborers' District Council of Chicago and Vicinity, the Laborers' Pension Fund (including Laborers' Excess Benefit Funds), the Fox Valley Benefits Funds, the Construction and General Laborers' District Council of Chicago and Vicinity Apprentices and Training Trust Fund, the Chicago Area Laborers-Employers Cooperation Education Trust, the LDG/LMCC, and to all other designated Union-affiliated benefit and labor-management funds (the "Funds"), and to become bound by and be considered a party to the agreements and declarations of trust creating the Funds as if it had signed the original copies of the trust instruments and amendments thereto. The Employer ratifies and confirms the appointment of the employer trustees who shall, together with their successor trustees, carry out the terms and conditions of the trust instruments. The Employer further affirms that all prior contributions paid to the Welfare, Pension, Training and other Funds were made by duly authorized agents of the Employer at all proper rates, and evidence the Employer's intent to be bound by the trust agreements and Collective Bargaining Agreements in effect when the contributions were made, acknowledging the report form to be a sufficient instrument in writing to bind the Employer to the applicable collective bargaining agreements.

8. **Contract Enforcement.** All grievances arising hereunder shall, at the Union's discretion, be submitted to the Chicago District Council Grievance Committee for final and binding disposition in lieu of another grievance committee, provided that deadlocked grievances shall be submitted to final and binding arbitration upon timely demand. Should the Employer fail to comply within ten (10) days with any binding grievance award, whether by grievance committee or arbitration, it shall be liable for all costs and legal fees incurred by the Union to enforce the award. Notwithstanding anything to the contrary, nothing herein shall limit the Union's right to strike or withdraw its members because of non-payment of wages and/or fringe benefit contributions, failure by the Employer to timely remit dues to the Union, or non-compliance with a binding grievance award. The Employer's violation of any provision of this paragraph will give the Union the right to take any other legal and economic action, including but not limited to all remedies at law or equity. It is expressly understood and agreed that the Union's right to take economic action is in addition to, and not in lieu of, its rights under the grievance procedures. Where necessary to correct contract violations, or where no acceptable steward is currently employed, the Union may appoint and place a steward from outside the workforce at all job sites.

9. **Successors.** In the event of any change in the ownership, management or operation of the Employer's business or substantially all of its assets, by sale or otherwise, it is agreed that as a condition of such sale or transfer that the new owner or manager, whether corporate or individual, shall be fully bound by the terms and conditions of this Agreement. The Employer shall provide no less than ten (10) days' prior written notice to the Union of the sale or transfer and shall be obligated for all expenses incurred by the Union to enforce the terms of this paragraph.

10. **Termination.** This Agreement shall remain in full force and effect from June 1, 2006 (unless dated differently below) through May 31, 2010, and shall continue thereafter unless there has been given written notice, by certified mail by either party hereto, received no less than sixty (60) nor more than ninety (90) days prior to the expiration date, of the desire to modify or amend this Agreement through negotiations. In the absence of such notice the Employer and the Union agree to be bound by the new applicable association agreement(s), incorporating them into this Agreement and extending this Agreement for the life of the newly negotiated agreements, and thereafter for the duration of successive agreements, unless and until timely notice of termination is given not less than sixty (60) nor more than ninety (90) days prior to the expiration of each successive Collective Bargaining Agreement.

11. **Execution.** The signatory below warrants his or her receipt of the applicable Collective Bargaining Agreement(s) and authorization from the Employer to execute this Agreement, without fraud or duress and with full knowledge of the obligations and undertakings contained herein. The parties acknowledge and accept the facsimile signatures on this Agreement as if they were the original signatures.

Dated: 4-2, 2007.

ACCEPTED:

Laborers' Local Union No. 6

By: [Signature]

CONSTRUCTION AND GENERAL LABORERS'
DISTRICT COUNCIL OF CHICAGO AND VICINITY

By: [Signature]

James P. Connolly, Business Manager

By: [Signature]

Frank Riley, President & Secretary-Treasurer

For Office Use Only:

Effective June 1, 2006

WHITE - LOCAL UNION • CANARY - TRUST FUND • PINK - DISTRICT COUNCIL • GOLD - EMPLOYER

SAND SMITH INC

FEIN NO. X 36-4430182

Dwight Smith PRESIDENT

(Print Name and Title)

[Signature] PRESIDENT

(Signature)

2907 S. WABASH STE 105

(Address)

Chicago IL 60616

(City, State and Zip Code)

312 508 9792 / FAX 9795

(Telephone/Fax)

EXHIBIT



RICHARD J. WOLF AND COMPANY, INC.

Post Office Box 591

Palos Park, Illinois 60464

(708) 923-0909

Fax (708) 923-0910



November 28, 2007

Board of Trustees of the Various
Fringe Benefit Funds of the
Laborers Pension & Welfare Funds

RE: Sandsmith Construction Inc. (34697)

We have performed a fringe benefit contribution compliance audit of Sandsmith Construction Inc., for the period from April 2, 2007 through September 30, 2007. The audit encompassed the comparison of individual earnings records to certain payroll tax and fund reports and a review of the general disbursement records.

The comparison and review indicate that the employer has not complied with its fringe benefit contribution requirements and owes the following amounts:

<u>FUND</u>	<u>AMOUNT</u>
WELFARE	\$ 1,697.21
PENSION	1,123.54
TRAINING	40.37
LECET	173.18
LMCC	415.62
CAICA	277.08
DUES	3,095.14
Sub Total	\$ 6,822.14
Plus Previous penalties incurred to Laborers' District Council Funds	\$ 443.46
Total	\$ 7,265.60

PLEASE SEE REVISED AUDIT
SUMMARY SHEET FOR TOTALS

R.M.

In addition, the employer could not provide proof of a current wage and fringe benefit bond.


RICHARD J. WOLF AND COMPANY, INC.

lab dept.
SCANNED

EXHIBIT

B

11/28/2007

Page 1 of 7

YEAR: 6/06 to 5/07

ADDITIONAL HOURS and/or WORK DUES 6/06 - 5/07

LABORERS' DISTRICT COUNCIL OF CHICAGO - CAICA ASSOCIATION
SANDSMITH CONSTRUCTION, INC. - #34597

S.S. #	Flags	Type	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Total
BLACK, JAMES	#	Hours											63.00		63.00
667-23-3107		Gross \$											2,455.10		\$2,455.10
RENTERIA, JESUS	#	Hours											45.50		45.50
3560-40-3148		Gross \$											1,773.09		\$1,773.09
RICE, RAYMOND	#	Hours											72.00		72.00
334-62-5017		Gross \$											2,805.84		\$2,805.84

TOTAL HOURS

TOTAL GROSS \$

\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	180.50	-	180.50
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$7,034.03	\$ -	\$7,034.03

Amount Due To Funds:

WELFARE
PENSION
TRAINING
LECET
LMCC
CAICA
DUES
TOTAL

	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Total
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$1,346.53	\$ -	\$1,346.53
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$873.62	\$ -	\$873.62
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$30.89	\$ -	\$30.89
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$9.03	\$ -	\$9.03
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$21.86	\$ -	\$21.86
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$14.44	\$ -	\$14.44
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$123.10	\$ -	\$123.10
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$2,419.07	\$ -	\$2,419.07

Rates:	6/1/06	to	5/31/07
WELFARE	7.46	LMCC	0.12
PENSION	4.84	CAICA	0.08
TRAINING	0.17	DUES	1.75%
LECET	0.05		

LABORERS' DISTRICT COUNCIL OF CHICAGO - CAICA ASSOCIATION

SANDSMITH CONSTRUCTION, INC. - #34897

YEAR: 6/07 to 5/08

ADDITIONAL HOURS and/or WORK DUES 6/07 - 5/08

S.S.#	Flags	Type	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Total
LEON LORENZO	#	Hours			44.00										44.00
782-40-6391		Gross \$			1,524.87										\$1,524.87

TOTAL HOURS					44.00										44.00
TOTAL GROSS \$					\$1,524.87										\$1,524.87

Amount Due To Funds:
WELFARE
PENSION
TRAINING
LEDET
LMCC
CAICA
DUES
TOTAL

	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Total
WELFARE	\$ -	\$ -	\$ 350.68	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 350.68
PENSION	\$ -	\$ -	\$ 249.92	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 249.92
TRAINING	\$ -	\$ -	\$ 9.68	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9.68
LEDET	\$ -	\$ -	\$ 2.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2.20
LMCC	\$ -	\$ -	\$ 5.28	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5.28
CAICA	\$ -	\$ -	\$ 3.52	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3.52
DUES	\$ -	\$ -	\$ 41.93	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 41.93
TOTAL	\$ -	\$ -	\$ 653.21	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 653.21

Rate:	6/1/07	to	5/31/08
WELFARE	7.97	LMCC	0.12
PENSION	5.69	CAICA	0.08
TRAINING	0.22	DUES	2.75%
LEDET	0.05		

1/128/2007

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YEAR: 6/07 to 5/08

LABORERS' DISTRICT COUNCIL OF CHICAGO - CAICA ASSOCIATION
SANDSMITH CONSTRUCTION, INC. - #34697

ADDITIONAL LECET, LMCC & CAICA HOURS and/or WORK DUES 6/07 - 5/08

S. S. #	Flags	Type	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Total
AVALLAN, ROFRIRIO 669-15-6434	#	Hours	-	-	-	148.50	-	-	-	-	-	-	-	-	148.50
AREOLA, MIGUEL 661-61-7272	#	Gross \$	-	-	-	4,922.78	-	-	-	-	-	-	-	-	\$ 4,922.78
		Hours	-	-	-	140.50	-	-	-	-	-	-	-	-	140.50
BLACK, JAMES 669-23-3107	#	Gross \$	-	-	-	4,657.58	-	-	-	-	-	-	-	-	\$ 4,657.58
		Hours	-	-	-	146.50	-	-	-	-	-	-	-	-	146.50
EDDYK, MICHAEL 390-84-2140	#	Gross \$	-	-	-	4,856.48	-	-	-	-	-	-	-	-	\$ 4,856.48
		Hours	-	-	-	146.50	-	-	-	-	-	-	-	-	146.50
CAPELES, JR., BIENVENIDO 378-58-0252	#	Gross \$	-	-	-	4,856.48	-	-	-	-	-	-	-	-	\$ 4,856.48
		Hours	-	-	-	148.50	-	-	-	-	-	-	-	-	148.50
DESANTIAGO, ISIDRO 943-76-3326	#	Gross \$	-	-	-	4,922.78	-	-	-	-	-	-	-	-	\$ 4,922.78
		Hours	-	-	-	148.50	-	-	-	-	-	-	-	-	146.50
GODOY, ANTHONY 345-67-6024	#	Gross \$	-	-	-	4,856.48	-	-	-	-	-	-	-	-	\$ 4,856.48
		Hours	-	-	-	58.50	-	-	-	-	-	-	-	-	58.50
GUERRERO, MARIO 323-72-4750	#	Gross \$	-	-	-	1,885.94	-	-	-	-	-	-	-	-	\$ 1,885.94
		Hours	-	-	-	138.50	-	-	-	-	-	-	-	-	138.50
HERNANDEZ, JUAN 128-87-7483	#	Gross \$	-	-	-	4,591.28	-	-	-	-	-	-	-	-	\$ 4,591.28
		Hours	-	-	-	148.50	-	-	-	-	-	-	-	-	148.50
LOA, MARK 487-4-6253	#	Gross \$	-	-	-	4,922.78	-	-	-	-	-	-	-	-	\$ 4,922.78
		Hours	-	-	-	126.00	-	-	-	-	-	-	-	-	126.00
LORENZO 824-6391	#	Gross \$	-	-	-	4,176.91	-	-	-	-	-	-	-	-	\$ 4,176.91
		Hours	-	-	-	152.00	-	-	-	-	-	-	-	-	152.00
PEDRO 92-87-5704	#	Gross \$	-	-	-	5,038.80	-	-	-	-	-	-	-	-	\$ 5,038.80
		Hours	-	-	-	146.50	-	-	-	-	-	-	-	-	148.50
		Gross \$	-	-	-	4,922.78	-	-	-	-	-	-	-	-	\$ 4,922.78

11/28/2007

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YEAR: 6/07 to 5/08

LABORERS' DISTRICT COUNCIL OF CHICAGO - CAICA ASSOCIATION
SANDSMITH CONSTRUCTION, INC. - #34697

ADDITIONAL LECET, LMCC & CAICA HOURS and/or WORK DUES 6/07 - 5/08

S. #	Flags	Type	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Total
LOZANO, MARCIAL 374-96-2415	#	Gross \$ Hours	-	-	-	146.50	-	-	-	-	-	-	-	-	146.50
MERCADO, JANET 322-62-8803	#	Gross \$ Hours	-	-	-	4,856.48	-	-	-	-	-	-	-	-	\$ 4,856.48
PARKER, BRANDON 322-46-5576	#	Gross \$ Hours	-	-	-	146.50	-	-	-	-	-	-	-	-	146.50
RELCASTRE, MIGUEL 324-66-0208	#	Gross \$ Hours	-	-	-	4,722.91	-	-	-	-	-	-	-	-	\$ 4,722.91
BROCKOWSKI, PAWEŁ 346-84-2281	#	Gross \$ Hours	-	-	-	137.50	-	-	-	-	-	-	-	-	137.50
RAMIREZ, OSCAR 607-85-7167	#	Gross \$ Hours	-	-	-	40.00	-	-	-	-	-	-	-	-	\$ 40.00
RENTERIA, ALFREDO 339-82-2697	#	Gross \$ Hours	-	-	-	4,558.13	-	-	-	-	-	-	-	-	\$ 4,558.13
RICE, RAYMOND 332-52-5017	#	Gross \$ Hours	-	-	-	132.50	-	-	-	-	-	-	-	-	132.50
SANCIO, DEMETRIUS 324-70-6864	#	Gross \$ Hours	-	-	-	1,326.00	-	-	-	-	-	-	-	-	\$ 1,326.00
SOJO, MARIO 332-58-7042	#	Gross \$ Hours	-	-	-	4,392.38	-	-	-	-	-	-	-	-	\$ 4,392.38
ENCZYNSKI, MARCIN 156-94-0863	#	Gross \$ Hours	-	-	-	143.50	-	-	-	-	-	-	-	-	143.50
WINTER, MALVIN 29-46-3713	#	Gross \$ Hours	-	-	-	4,757.03	-	-	-	-	-	-	-	-	\$ 4,757.03
	#	Gross \$ Hours	-	-	-	146.50	-	-	-	-	-	-	-	-	146.50
	#	Gross \$ Hours	-	-	-	4,856.48	-	-	-	-	-	-	-	-	\$ 4,856.48
	#	Gross \$ Hours	-	-	-	173.50	-	-	-	-	-	-	-	-	173.50
	#	Gross \$ Hours	-	-	-	5,751.53	-	-	-	-	-	-	-	-	\$ 5,751.53
	#	Gross \$ Hours	-	-	-	48.00	-	-	-	-	-	-	-	-	48.00
	#	Gross \$ Hours	-	-	-	954.72	-	-	-	-	-	-	-	-	\$ 954.72
	#	Gross \$ Hours	-	-	-	134.50	-	-	-	-	-	-	-	-	134.50
	#	Gross \$ Hours	-	-	-	4,458.68	-	-	-	-	-	-	-	-	\$ 4,458.68
	#	Gross \$ Hours	-	-	-	146.50	-	-	-	-	-	-	-	-	146.50
	#	Gross \$ Hours	-	-	-	4,856.48	-	-	-	-	-	-	-	-	\$ 4,856.48
	#	Gross \$ Hours	-	-	-	146.50	-	-	-	-	-	-	-	-	146.50
	#	Gross \$ Hours	-	-	-	4,856.48	-	-	-	-	-	-	-	-	\$ 4,856.48
	#	Gross \$ Hours	-	-	-	146.50	-	-	-	-	-	-	-	-	146.50
	#	Gross \$ Hours	-	-	-	4,856.48	-	-	-	-	-	-	-	-	\$ 4,856.48
	#	Gross \$ Hours	-	-	-	146.50	-	-	-	-	-	-	-	-	146.50
	#	Gross \$ Hours	-	-	-	4,856.48	-	-	-	-	-	-	-	-	\$ 4,856.48
	#	Gross \$ Hours	-	-	-	146.50	-	-	-	-	-	-	-	-	146.50
	#	Gross \$ Hours	-	-	-	4,856.48	-	-	-	-	-	-	-	-	\$ 4,856.48
	#	Gross \$ Hours	-	-	-	146.50	-	-	-	-	-	-	-	-	146.50
	#	Gross \$ Hours	-	-	-	4,856.48	-	-	-	-	-	-	-	-	\$ 4,856.48
	#	Gross \$ Hours	-	-	-	146.50	-	-	-	-	-	-	-	-	146.50
	#	Gross \$ Hours	-	-	-	4,856.48	-	-	-	-	-	-	-	-	\$ 4,856.48
	#	Gross \$ Hours	-	-	-	146.50	-	-	-	-	-	-	-	-	146.50
	#	Gross \$ Hours	-	-	-	4,856.48	-	-	-	-	-	-	-	-	\$ 4,856.48
	#	Gross \$ Hours	-	-	-	146.50	-	-	-	-	-	-	-	-	146.50
	#	Gross \$ Hours	-	-	-	4,856.48	-	-	-	-	-	-	-	-	\$ 4,856.48
	#	Gross \$ Hours	-	-	-	146.50	-	-	-	-	-	-	-	-	146.50
	#	Gross \$ Hours	-	-	-	4,856.48	-	-	-	-	-	-	-	-	\$ 4,856.48
	#	Gross \$ Hours	-	-	-	146.50	-	-	-	-	-	-	-	-	146.50
	#	Gross \$ Hours	-	-	-	4,856.48	-	-	-	-	-	-	-	-	\$ 4,856.48
	#	Gross \$ Hours	-	-	-	146.50	-	-	-	-	-	-	-	-	146.50
	#	Gross \$ Hours	-	-	-	4,856.48	-	-	-	-	-	-	-	-	\$ 4,856.48
	#	Gross \$ Hours	-	-	-	146.50	-	-	-	-	-	-	-	-	146.50
	#	Gross \$ Hours	-	-	-	4,856.48	-	-	-	-	-	-	-	-	\$ 4,856.48
	#	Gross \$ Hours	-	-	-	146.50	-	-	-	-	-	-	-	-	146.50
	#	Gross \$ Hours	-	-	-	4,856.48	-	-	-	-	-	-	-	-	\$ 4,856.48
	#	Gross \$ Hours	-	-	-	146.50	-	-	-	-	-	-	-	-	146.50
	#	Gross \$ Hours	-	-	-	4,856.48	-	-	-	-	-	-	-	-	\$ 4,856.48
	#	Gross \$ Hours	-	-	-	146.50	-	-	-	-	-	-	-	-	146.50
	#	Gross \$ Hours	-	-	-	4,856.48	-	-	-	-	-	-	-	-	\$ 4,856.48
	#	Gross \$ Hours	-	-	-	146.50	-	-	-	-	-	-	-	-	146.50
	#	Gross \$ Hours	-	-	-	4,856.48	-	-	-	-	-	-	-	-	\$ 4,856.48
	#	Gross \$ Hours	-	-	-	146.50	-	-	-	-	-	-	-	-	146.50
	#	Gross \$ Hours	-	-	-	4,856.48	-	-	-	-	-	-	-	-	\$ 4,856.48
	#	Gross \$ Hours	-	-	-	146.50	-	-	-	-	-	-	-	-	146.50
	#	Gross \$ Hours	-	-	-	4,856.48	-	-	-	-	-	-	-	-	\$ 4,856.48
	#	Gross \$ Hours	-	-	-	146.50	-	-	-	-	-	-	-	-	146.50
	#	Gross \$ Hours	-	-	-	4,856.48	-	-	-	-	-	-	-	-	\$ 4,856.48
	#	Gross \$ Hours	-	-	-	146.50	-	-	-	-	-	-	-	-	146.50
	#	Gross \$ Hours	-	-	-	4,856.48	-	-	-	-	-	-	-	-	\$ 4,856.48
	#	Gross \$ Hours	-	-	-	146.50	-	-	-	-	-	-	-	-	146.50
	#	Gross \$ Hours	-	-	-	4,856.48	-	-	-	-	-	-	-	-	\$ 4,856.48
	#	Gross \$ Hours	-	-	-	146.50	-	-	-	-	-	-	-	-	146.50
	#	Gross \$ Hours	-	-	-	4,856.48	-	-	-	-	-	-	-	-	\$ 4,856.48
	#	Gross \$ Hours	-	-	-	146.50	-	-	-	-	-	-	-	-	146.50
	#	Gross \$ Hours	-	-	-	4,856.48	-	-	-	-	-	-	-	-	\$ 4,856.48
	#	Gross \$ Hours	-	-	-	146.50	-	-	-	-	-	-	-	-	146.50
	#	Gross \$ Hours	-	-	-	4,856.48	-	-	-	-	-	-	-	-	\$ 4,856.48
	#	Gross \$ Hours	-	-	-	146.50	-	-	-	-	-	-	-	-	146.50
	#	Gross \$ Hours	-	-	-	4,856.48	-	-	-	-	-	-	-	-	\$ 4,856.48
	#	Gross \$ Hours	-	-	-	146.50	-	-	-	-	-	-	-	-	146.50
	#	Gross \$ Hours	-	-	-	4,856.48	-	-	-	-	-	-	-	-	\$ 4,856.48
	#	Gross \$ Hours	-	-	-	146.50	-	-	-	-	-	-	-	-	146.50
	#	Gross \$ Hours	-	-	-	4,856.48	-	-	-	-	-	-	-	-	\$ 4,856.48
	#	Gross \$ Hours	-	-	-	146.50	-	-	-	-	-	-	-	-	146.50
	#	Gross \$ Hours	-	-	-	4,856.48	-	-	-	-	-	-	-	-	\$ 4,856.48
	#	Gross \$ Hours	-	-	-	146.50	-	-	-	-	-	-	-	-	146.50
	#	Gross \$ Hours	-	-	-	4,856.48	-	-	-	-	-	-	-	-	\$ 4,856.48
	#	Gross \$ Hours	-	-	-	146.50	-	-	-	-	-	-	-	-	146.50
	#	Gross \$ Hours	-	-	-	4,856.48	-	-	-	-	-	-	-	-	\$ 4,856.48
	#	Gross \$ Hours	-	-	-	146.50	-	-	-	-	-	-	-	-	146.50
	#	Gross \$ Hours	-	-	-	4,856.48	-	-	-	-	-	-	-	-	\$ 4,856.48
	#	Gross \$ Hours	-	-	-	146.50	-	-	-	-	-	-	-	-	146.50
	#	Gross \$ Hours	-	-	-	4,856.48	-	-	-	-	-	-	-	-	\$ 4,856.48
	#	Gross \$ Hours	-	-	-	146.50	-	-	-	-	-	-	-	-	146.50
	#	Gross \$ Hours	-	-	-	4,856.48	-	-	-	-	-	-	-	-	\$ 4,856.48
	#	Gross \$ Hours	-	-	-	146.50	-	-	-	-	-	-	-	-	146.50
	#	Gross \$ Hours	-	-	-	4,856.48	-	-	-	-	-	-	-	-	\$ 4,856.48
	#	Gross \$ Hours	-	-	-	146.50	-	-	-	-	-	-	-	-	146.50
	#	Gross \$ Hours	-	-	-	4,856.48	-	-	-	-	-	-	-	-	\$ 4,856.48
	#	Gross \$ Hours	-	-	-	146.50	-	-	-	-	-	-	-	-	146.50
	#	Gross \$ Hours	-	-	-	4,856.48	-	-	-	-	-	-	-	-	\$ 4,856.48
	#	Gross \$ Hours	-	-	-	146.50	-	-	-	-	-	-	-	-	146.50
	#	Gross \$ Hours	-	-	-	4,856.48	-	-	-	-	-	-	-	-	\$ 4,856.48
	#	Gross \$ Hours	-	-	-	146.50	-	-	-	-	-	-	-	-	146.50
	#	Gross \$ Hours	-	-	-	4,856.48	-	-	-	-	-	-	-	-	\$ 4,856.48
	#	Gross \$ Hours	-	-	-	146.50	-	-	-	-	-	-	-	-	146.50
	#	Gross \$ Hours	-	-	-	4,856.48	-	-	-	-	-	-	-	-	\$ 4,856.48
	#	Gross \$ Hours	-	-	-	146.50	-	-	-	-	-	-	-	-	146.50
	#	Gross \$ Hours	-	-	-	4,856.48	-	-	-	-	-	-	-	-	\$ 4,856.48
	#	Gross \$ Hours	-	-	-	146.50	-	-	-	-	-	-	-	-	146.50
	#	Gross \$ Hours	-	-	-	4,856.48	-	-	-	-	-	-	-	-	\$ 4,856.48
	#	Gross \$ Hours	-	-	-	146.50	-	-	-	-	-	-	-	-	146.50
	#	Gross \$ Hours	-	-	-	4,856.48	-	-	-	-	-	-	-	-	\$ 4,856.48
	#	Gross \$ Hours	-	-	-	146.50	-	-	-	-	-	-	-	-	146.50
	#	Gross \$ Hours	-	-	-	4,856.48	-	-	-	-	-	-	-	-	\$ 4,856.48
	#	Gross \$ Hours	-	-	-	146.50	-	-	-	-	-	-	-	-	146.50
	#	Gross \$ Hours	-	-	-	4,856.48	-	-	-	-	-	-	-	-	\$ 4,856.48
	#	Gross \$ Hours	-	-	-	146.50	-	-	-	-	-	-	-	-	146.50</

YEAR: 6/07 to 5/08

LABORERS' DISTRICT COUNCIL OF CHICAGO - CAICA ASSOCIATION
SANDSMITH CONSTRUCTION, INC. - #34697
ADDITIONAL LECET, LMCC & CAICA HOURS and/or WORK DUES 6/07 - 5/08

[illegible]

TOTAL HOURS	TOTAL GROSS \$	TOTAL NET \$	TOTAL TAXES \$	TOTAL DEDUCTIONS \$	TOTAL CONTRIBUTIONS \$	TOTAL OTHER \$	TOTAL \$
3,239.00	108,549.57	-	-	-	-	-	108,549.57

[illegible]

Rates:	6/1/07	to	5/31/08
WELFARE		LMCC	0.12
PENSION		CAICA	0.08
TRAINING		DUES	2.75%
LECEIT	0.05		

ph. ph. Deira Anpha

11/28/2007

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LABORERS' DISTRICT COUNCIL OF CHICAGO - CAICA ASSOCIATION

SANDSMITH CONSTRUCTION, INC. - #34697

RICHARD J. WOLF AND COMPANY, INC.

SUMMARY REPORT TOTAL

	<u>ADDITIONAL</u>	<u>UNREPORTED</u>	<u>TOTAL</u>
WELFARE	\$ 1,697.21	\$ -	\$ 1,697.21
PENSION	\$ 1,123.54	\$ -	\$ 1,123.54
TRAINING	\$ 40.37	\$ -	\$ 40.37
LECET	\$ 173.18	\$ -	\$ 173.18
LMCC	\$ 415.62	\$ -	\$ 415.62
CAICA	\$ 277.08	\$ -	\$ 277.08
DUES	\$ 3,095.14	\$ -	\$ 3,095.14
TOTAL	<u>\$ 6,822.14</u>	<u>\$ -</u>	<u>\$ 6,822.14</u>

PLEASE SEE REVISED AUDIT
 SUMMARY SHEET FOR TOTALS

R.M.

11/28/2007

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LABORERS' DISTRICT COUNCIL OF CHICAGO - CAICA ASSOCIATION

SANDSMITH CONSTRUCTION, INC. - #34697

RICHARD J. WOLF AND COMPANY, INC.

**** GRAND TOTAL ****

WELFARE	\$	1,697.21
PENSION	\$	1,123.54
TRAINING	\$	40.37
LECET	\$	173.18
LMCC	\$	415.62
CAICA	\$	277.08
DUES	\$	3,095.14
TOTAL	\$	<u>6,822.14</u>

PLEASE SEE REVISED AUDIT
SUMMARY SHEET FOR TOTALS
R.M.

Printed Date 7/8/2008

**LABORERS' PENSION & WELFARE FUNDS
CONTRACTOR PENALTY HISTORY**

Contractor Number 034597
Contractor Name SANDSMITH INC.
Address C/O RINGOLD FINANCIAL
2907 S WABASH AVE STE 105
CHICAGO IL, 606163271

Phone	(312) 808-9792
Status	Active
Outstanding Balance	\$ 7,878.11

[illegible]

034697 - SANDSMITH INC.

REVISED

CODE 34697

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LABORERS' FIELD DEPT
DISTRICT COUNCIL FUNDS

RICHARD J. WOLF AND COMPANY, INC.

In addition, the employer could not provide proof of a current wage and fringe benefit bond.

Plus Previous penalties incurred to Laborers' District Council Funds

Total

Sub Total

DUES

CAICA

LMCC

LECT

TRAINING

PENSION

WELFARE

FUND

\$ 7,265.60

\$ 443.46

\$ 6,822.14

3,093.14

277.08

415.62

173.18

40.37

1,123.54

\$ 1,697.21

AMOUNT

The comparison and review indicate that the employer has not complied with its fringe benefit contribution requirements and owes the following amounts:

We have performed a fringe benefit contribution compliance audit of Sandsmith Construction Inc., for the period from April 2, 2007 through September 30, 2007. The audit encompassed the comparison of individual earnings records to certain payroll tax and fund reports and a review of the general disbursement records.

RE: Sandsmith Construction Inc. (34697)

Board of Trustees of the Various
Fringe Benefit Funds of the
Laborers Pension & Welfare Funds

RICHARD J. WOLF AND COMPANY, INC.

Post Office Box 591

Palos Park, Illinois 60464

(708) 923-0909

Fax (708) 923-0910

November 28, 2007



PLEASE SEE REVISED AUDIT
SUMMARY SHEET FOR TOTALS
R.M.

LABORERS' DISTRICT COUNCIL OF CHICAGO - CAICA ASSOCIATION

SANDSMITH CONSTRUCTION, INC. - #34897

YEAR: 6/06 to 5/07

ADDITIONAL HOURS and/or WORK DUES 6/06 - 5/07

S. S. #	Flags	Type	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Total
BLACK, JAMES 587-23-3107	#	Hours	-	-	-	-	-	-	-	-	-	-	63.00	-	63.00
		Gross \$	-	-	-	-	-	-	-	-	-	-	2,455.10	-	\$ 2,455.10
RENTERIA, JESUS 3960-40-3148	#	Hours	-	-	-	-	-	-	-	-	-	-	45.50	-	45.50
		Gross \$	-	-	-	-	-	-	-	-	-	-	1,773.09	-	\$ 1,773.09
RICE, RAYMOND 334-52-5017	#	Hours	-	-	-	-	-	-	-	-	-	-	72.00	-	72.00
		Gross \$	-	-	-	-	-	-	-	-	-	-	2,805.84	-	\$ 2,805.84
TOTAL HOURS			-	-	-	-	-	-	-	-	-	-	180.50	-	180.50
TOTAL GROSS \$			-	-	-	-	-	-	-	-	-	-	\$ 7,034.03	-	\$ 7,034.03

Amount Due To Funds:

	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Total
WELFARE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,346.53	\$ -	\$ 1,346.53
PENSION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 873.62	\$ -	\$ 873.62
TRAINING	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30.69	\$ -	\$ 30.69
LECET	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9.03	\$ -	\$ 9.03
LMCC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21.66	\$ -	\$ 21.66
CAICA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14.44	\$ -	\$ 14.44
DUES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 123.10	\$ -	\$ 123.10
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,419.07	\$ -	\$ 2,419.07

Rate:	6/1/06	to	5/31/07
WELFARE	7.46	LMCC	0.12
PENSION	4.84	CAICA	0.08
TRAINING	0.17	DUES	1.75%
LECET	0.05		

LABORERS' DISTRICT COUNCIL OF CHICAGO - CAICA ASSOCIATION

SANDSMITH CONSTRUCTION, INC. - #34697

YEAR: 6/07 to 5/08

ADDITIONAL HOURS and/or WORK DUES 6/07 - 5/08

S.S.#	Flags	Type	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Total
LEON, LORENZO		Hours	-	-	44.00	-	-	-	-	-	-	-	-	-	44.00
782-40-6381		Gross \$	-	-	1,524.87	-	-	-	-	-	-	-	-	-	\$ 1,524.87

TOTAL HOURS

TOTAL GROSS \$

\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	44.00
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,524.87

Amount Due To Funds:

WELFARE	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Total
PENSION	\$ -	\$ -	\$ 350.88	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 350.88
TRAINING	\$ -	\$ -	\$ 249.92	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 249.92
LECET	\$ -	\$ -	\$ 9.88	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9.88
LMOC	\$ -	\$ -	\$ 2.20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2.20
CAICA	\$ -	\$ -	\$ 5.28	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5.28
DUES	\$ -	\$ -	\$ 3.52	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3.52
TOTAL	\$ -	\$ -	\$ 41.93	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 41.93

Rate:	6/1/07	to	5/31/08
WELFARE	7.97	LMOC	0.12
PENSION	5.68	CAICA	0.08
TRAINING	0.22	DUES	2.75%
LECET	0.05		

LABORERS' DISTRICT COUNCIL OF CHICAGO - CAICA ASSOCIATION

SANDSMITH CONSTRUCTION, INC. - #34697

YEAR: 6/07 to 5/08

ADDITIONAL LECET, LMCC & CAICA HOURS and/or WORK DUES 6/07 - 5/08

S. S. #	Flags	Type	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Total
AVALAN, PORFIRIO 609-15-6434	#	Hours	-	-	-	148.50	-	-	-	-	-	-	-	-	148.50
AREOLA, MIGUEL 601-61-7272	#	Gross \$	-	-	-	4,922.78	-	-	-	-	-	-	-	-	\$ 4,922.78
BLACK, JAMES 587-23-3107	#	Hours	-	-	-	140.50	-	-	-	-	-	-	-	-	140.50
BLACK, JAMES 587-23-3107	#	Gross \$	-	-	-	4,657.58	-	-	-	-	-	-	-	-	\$ 4,657.58
BZDYK, MICHAEL 330-84-2140	#	Hours	-	-	-	146.50	-	-	-	-	-	-	-	-	146.50
BZDYK, MICHAEL 330-84-2140	#	Gross \$	-	-	-	4,856.48	-	-	-	-	-	-	-	-	\$ 4,856.48
CAPELES, JR., BIENVENIDO 319-58-0252	#	Hours	-	-	-	148.50	-	-	-	-	-	-	-	-	148.50
DESANTIAGO, ISIDRO 943-76-3326	#	Gross \$	-	-	-	4,922.78	-	-	-	-	-	-	-	-	\$ 4,922.78
GODOY, ANTHONY 341-67-6024	#	Hours	-	-	-	146.50	-	-	-	-	-	-	-	-	146.50
GODOY, ANTHONY 341-67-6024	#	Gross \$	-	-	-	4,856.48	-	-	-	-	-	-	-	-	\$ 4,856.48
GUERRERRO, MARIO 323-72-4750	#	Hours	-	-	-	58.50	-	-	-	-	-	-	-	-	58.50
GUERRERRO, MARIO 323-72-4750	#	Gross \$	-	-	-	1,885.94	-	-	-	-	-	-	-	-	\$ 1,885.94
HERNANDEZ, JUAN 428-87-7483	#	Hours	-	-	-	138.50	-	-	-	-	-	-	-	-	138.50
HERNANDEZ, JUAN 428-87-7483	#	Gross \$	-	-	-	4,591.28	-	-	-	-	-	-	-	-	\$ 4,591.28
KULA, MARK 346-74-6253	#	Hours	-	-	-	148.50	-	-	-	-	-	-	-	-	148.50
KULA, MARK 346-74-6253	#	Gross \$	-	-	-	4,922.78	-	-	-	-	-	-	-	-	\$ 4,922.78
LEON, LORENZO 782-40-6391	#	Hours	-	-	-	126.00	-	-	-	-	-	-	-	-	126.00
LEON, LORENZO 782-40-6391	#	Gross \$	-	-	-	4,176.91	-	-	-	-	-	-	-	-	\$ 4,176.91
LEON, PEDRO 392-87-5704	#	Hours	-	-	-	152.00	-	-	-	-	-	-	-	-	152.00
LEON, PEDRO 392-87-5704	#	Gross \$	-	-	-	5,038.80	-	-	-	-	-	-	-	-	\$ 5,038.80
LEON, PEDRO 392-87-5704	#	Hours	-	-	-	148.50	-	-	-	-	-	-	-	-	148.50
LEON, PEDRO 392-87-5704	#	Gross \$	-	-	-	4,922.78	-	-	-	-	-	-	-	-	\$ 4,922.78

Case: 08-03

Document

File: 07/21/2008

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LABORERS' DISTRICT COUNCIL OF CHICAGO - CAICA ASSOCIATION
SANDSMITH CONSTRUCTION, INC. - #34697

YEAR: 6/07 to 5/08

ADDITIONAL LECET, LMCC & CAICA HOURS and/or WORK DUES 6/07 - 5/08

S. #	Flags	Type	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Total
LOZANO, MARCIAL 314-86-2415	#	Hours	-	-	-	146.50	-	-	-	-	-	-	-	-	146.50
		Gross \$	-	-	-	4,856.48	-	-	-	-	-	-	-	-	\$ 4,856.48
MERCADO, JANET 322-62-8803	#	Hours	-	-	-	146.50	-	-	-	-	-	-	-	-	146.50
		Gross \$	-	-	-	4,722.91	-	-	-	-	-	-	-	-	\$ 4,722.91
PARKER, BRANDON 352-46-5576	#	Hours	-	-	-	137.50	-	-	-	-	-	-	-	-	137.50
		Gross \$	-	-	-	4,558.13	-	-	-	-	-	-	-	-	\$ 4,558.13
FELCASTRE, MIGUEL 324-66-0208	#	Hours	-	-	-	40.00	-	-	-	-	-	-	-	-	40.00
		Gross \$	-	-	-	1,326.00	-	-	-	-	-	-	-	-	\$ 1,326.00
PROCKOWSKI, PAWEL 348-84-2281	#	Hours	-	-	-	132.50	-	-	-	-	-	-	-	-	132.50
		Gross \$	-	-	-	4,302.38	-	-	-	-	-	-	-	-	\$ 4,302.38
RAMIREZ, OSCAR 601-85-7167	#	Hours	-	-	-	143.50	-	-	-	-	-	-	-	-	143.50
		Gross \$	-	-	-	4,757.03	-	-	-	-	-	-	-	-	\$ 4,757.03
RENTERIA, ALFREDO 339-82-2697	#	Hours	-	-	-	146.50	-	-	-	-	-	-	-	-	146.50
		Gross \$	-	-	-	4,856.48	-	-	-	-	-	-	-	-	\$ 4,856.48
RICE, RAYMOND 334-52-5017	#	Hours	-	-	-	173.50	-	-	-	-	-	-	-	-	173.50
		Gross \$	-	-	-	5,751.53	-	-	-	-	-	-	-	-	\$ 5,751.53
SAGO, DEMETRIUS 324-70-6864	#	Hours	-	-	-	48.00	-	-	-	-	-	-	-	-	48.00
		Gross \$	-	-	-	954.72	-	-	-	-	-	-	-	-	\$ 954.72
SOTO, MARIO 332-58-7042	#	Hours	-	-	-	134.50	-	-	-	-	-	-	-	-	134.50
		Gross \$	-	-	-	4,458.68	-	-	-	-	-	-	-	-	\$ 4,458.68
TENCZYNSKI, MARCIN 358-94-0863	#	Hours	-	-	-	146.50	-	-	-	-	-	-	-	-	146.50
		Gross \$	-	-	-	4,856.48	-	-	-	-	-	-	-	-	\$ 4,856.48
HUNTER, WALVIN 328-48-3713	#	Hours	-	-	-	146.50	-	-	-	-	-	-	-	-	146.50
		Gross \$	-	-	-	4,856.48	-	-	-	-	-	-	-	-	\$ 4,856.48

11/28/2007

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LABORERS' DISTRICT COUNCIL OF CHICAGO - CAICA ASSOCIATION

SANDSMITH CONSTRUCTION, INC. - #34697

RICHARD J. WOLF AND COMPANY, INC.

SUMMARY REPORT TOTAL

	<u>ADDITIONAL</u>	<u>UNREPORTED</u>	<u>TOTAL</u>
WELFARE	\$ 1,697.21	\$ -	\$ 1,697.21
PENSION	\$ 1,123.54	\$ -	\$ 1,123.54
TRAINING	\$ 40.37	\$ -	\$ 40.37
LECET	\$ 173.18	\$ -	\$ 173.18
LMCC	\$ 415.62	\$ -	\$ 415.62
CAICA	\$ 277.08	\$ -	\$ 277.08
DUES	\$ 3,095.14	\$ -	\$ 3,095.14
TOTAL	\$ 6,822.14	\$ -	\$ 6,822.14

PLEASE SEE REVISED AUDIT
SUMMARY SHEET FOR TOTALS

R.M.

11/28/2007

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LABORERS' DISTRICT COUNCIL OF CHICAGO - CAICA ASSOCIATION

SANDSMITH CONSTRUCTION, INC. - #34697

RICHARD J. WOLF AND COMPANY, INC.

**** GRAND TOTAL ****

WELFARE	\$	1,697.21
PENSION	\$	1,123.54
TRAINING	\$	40.37
LECET	\$	173.18
LMCC	\$	415.62
CAICA	\$	277.08
DUES	\$	3,095.14
TOTAL	\$	<u>6,822.14</u>

PLEASE SEE REVISED AUDIT
SUMMARY SHEET FOR TOTALS

R.M.

